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**From:** Charnee Monique Anderson  
c/o 920 Kingsbrook Ln  
Florissant, Missouri [63031]

U. S. DISTRICT COURT  
EASTERN DISTRICT OF MO  
ST. LOUIS

Date: August 30, 2022

**To:** CARVANA, LLC  
1930 West Rio Salado Parkway  
Tempe, AZ 85281  
C/O Ernest Garci  
c/o Mark Jenkins

and 1700 W 29<sup>th</sup> St.  
Kansas City, Mo 64108

Bridgecrest Acceptance Corporation or Bridgecrest Credit Company, LLC dba DRIVETIME ACCEPTANCE CORPORATION or DT ACCEPTANCE CORPORATION  
7300 EAST HAMPTON AVENUE  
SUITE 101  
MESA AZ 85209  
C/O Mary Leigh Phillips, CEO

SilverRock Group, INC or SilverRock Insurance, LLC or Silver Rock Automotive, Inc  
1720 West Rio Salado Parkway  
Tempe, Arizona 85281  
C/O Mary Phillips, CFO  
C/O Daniel Gaudreau, treasurer

Allan F. Denenber, Esq  
Davis Pol and Wardwell LLP  
1600 El Camino Real Menlo Park, California 94025

Robert M. Hayward, P.C.  
Robert E. Goedert  
Kirkland and Ellis LLP  
300 North LaSalle  
Chicago, Illinois 60654

Carvana Customer Complaints  
1930 West Rio Salado Parkway  
Tempe, AZ 85281

**Re:** Original Loan/ Contract # 2001010937 and (Bridgecrest Acceptance Corp. Account #:20101093701);  
Record Date 06/08/2021

**Notice of Right of Rescission**

**Notice of Right to Cancel**

*Notice to Agent is Notice to Principal*

*Notice to Principal is Notice to Agent*

**Parties:** Charnee Monique Anderson (Alleged Borrower(s) hereinafter **Borrower(s)**) – and  
CARVANA LLC, BRIDGECREST ACCEPTANCE CORPORATION, d.b.a. DRIVETIME  
ACCEPTANCE CORPORATION, (Alleged Lender(s) – hereinafter **Lender**)

Attention: CARVANA LLC, BRIDGECREST ACCEPTANCE CORPORATION, d.b.a. DRIVETIME  
ACCEPTANCE CORPORATION

This communication will serve as my **Notice of Right of Rescission** dated August 30, 2022. TILA (Truth in Lending Act, 15 USC §1635 et seq; 12 CFR Part 226) allows three (3) years to review Disclosure

Documents. The referenced 'Three Day Right of Rescission' must have a trigger to begin. That trigger is when the Lender has provided the Borrower with ALL the required Disclosures under TILA, and that the same are true, complete, accurate, and timely provided.

I applied for a consumer credit product for vehicle with VIN# 5NMS3CAD2LH188866, a 2020 Silver Hyundai Santa Fe with the understanding that I was responsible for the "debt" based on a "loan" given from your company Carvana serviced by Bridgecrest. The amount of that loan which included the sale prices and "finance charges" was \$44,318.39. This, according to your company, did not include "insurance" and included all necessary "finance charges". Debts, loans, non- all-inclusive finance charges, are all illegal pursuant to 15 U.S.C 1605

Being as the entire purported credit process referenced herein and throughout, was obtained by wrongful acts of fraud, fraudulent inducement, concealment, and fraudulent misrepresentation, the borrower has other recourse, right, and cause of action under numerous state and federal statutes. Acts of fraud taint/void everything it touches as the US Supreme Court has declared: *"There is no question of the general doctrine that fraud vitiates the most solemn contracts, documents, and even judgments."* (United States v. Throckmorton, 98 U.S. 61)

To this date, Lender has never provided Borrower with clear and conspicuous disclosures that are true, complete, and accurate documents as required in accordance with regulations of the Bureau, to any obligor in a transaction subject to the rights of the obligor. ONLY AFTER such provision has been done, can the '3 DAY RIGHT of Rescission' period begin. If the required full Disclosure(s) have not been provided, then the period in which to Cancel is extended for up to three (3) years. The records thus far evidence, that **Borrower** has requested to cancel within the stipulated three years' time period, while still waiting to receive all Truth-in-Lending disclosures as required by Federal Law, the same of which have never been received.

A close perusal/audit of Borrower's documents has revealed certain Disclosure Violations; and, that the Borrower has the remedial right and remedy (UCC 1-201 (32) (34)), inter alia, to invoke their Right of Rescission (ROR) as further evidenced by the original NOTICE OF RIGHT TO CANCEL. You will also please find Borrower's signed and dated NOTICE to the Lender(s), Successor(s) and Beneficiary as stated on the NOTICE OF RIGHT OF RESCISSION, if provided in the loan package. If such Notice was not provided, this written Notice of communication is provided in lieu thereof.

After sufficient NOTICE has been given to Lender, the Lender is required by Federal Law to CANCEL any lien(s) and to CANCEL any security interest on within twenty (20) days. The Lender must also return any money, interest, fee, and/or property to Borrower, as well as any money/funds given to any persons or other fiction in law/entity in connection with said transaction.

In accordance with both State and Federal law or until the Lender complies, Borrower may retain the proceeds of the transaction. If it should be 'impractical' or 'unfair' for the Borrower to return the property when gross discrepancies, fraud, or other wrongful acts are discovered - then he/she/they may offer its 'Reasonable Value'.

In the event the Lender should fail or refuse to take possession of the property or return the borrower's money offer within twenty (20) days, the **Borrower** may then regain/acquire all rights to clear title and re-conveyance under Federal Law and provisions of TILA.

**Additionally**, Borrower has the right to offer Lender a Reasonable Value. **However**, the penalty that a LENDER can face for violations of TILA, and other State and Federal law can be as much as triple damages

... i.e., triple the amount of the interest the bank stood to fraudulently make off of the credit transaction. Therefore, the borrowers hereby in good faith make the following offer:

-Borrower will forgive Lender any liability incurred by its wrongful actions, provided Lender rightfully forgive Borrowers the full amount of credit you fraudulently allege to have given.

-Lender Provide Auto insurance for the Borrower's duration of ownership of the vehicle (Borrower will notify the Lender if ever the Borrower relinquish ownership).

-In addition, Borrowers make the one-time demand of \$115,636.78, for any loss, damage, and injury they have sustained. The Borrower acquire all rights to property with clear title and, that Lender also removes all/any negative comments and report PAID IN FULL on Borrower's credit report attributed to this transaction.

Any default, failures, or non-compliance on the Lender's part to perform as herein directed within twenty (20) days of receipt shall constitute this Notice of Right of Rescission/ Right to Cancel' as valid and fully agreed/accepted pursuant to the terms and conditions as set forth herein and throughout.

Sincerely,



Charnee Monique Anderson

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared CHARNEE ANDERSON, who is personally known to me or who has produced Driver License as identification and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 30 day of August 2022.

Notary Public



Printed Name: Sherrell Grace

